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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

  
District Sub-Registrar-II  
Alipore, South 24 Parganas

11 JAN 2021

DEVELOPMENT AGREEMENT FOR CONSTRUCTION

CUM POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT FOR CONSTRUCTION is made on this the 31<sup>st</sup> day of October, Two Thousand Twenty (2020) BETWEEN SMT. RAMA SHANKAR ROY alias ROMA ROY (PAN - ERSR1094G), (AADHAAR NO. 6899 4156 5116) daughter of

Late Shankar Prasad Roy, by faith – Hindu, by occupation – Household Work, by Nationality Indian and residing at Room No. 6, Jillanj Building, 1<sup>st</sup> Floor, Rambaug Lane no. 6, Kalyan West, P.O. & P.S. Kalyan West, Thane, Maharashtra - 421301, hereinafter called and referred to as the **"OWNER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executor, administrators, representatives and assigns) of the **ONE PART**

**AND**

**RENUKA CONSTRUCTION**, a proprietorship firm having its registered office at 27, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, being represented by its sole proprietor **SRI KHOKAN SARDAR (PAN – BDWPS4786D), (AADHAAR NO. 5534 9858 2140)**, son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or

context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

**WHEREAS** by virtue of a registered Deed of Bengali Kobala, duly registered on 28<sup>th</sup> Jaistha, 1313 duly registered in the Office at Alipore Sadar, 24 Parganas, and was recorded in Book No. I, Volume No. 13, Pages from 220 to 221, Being No. 1691, for the year 1906 one Jadu Nath Roy, since deceased purchased All That piece and parcel of land measuring more or less 1.5 Bighas comprised at Mouza – Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, under the then Tollygunge Municipality being Holding no. 217 from the then Owner Sri Baidyanath Choudhury.

**AND WHEREAS** after purchase of the aforesaid land, Sri **Jadu Nath Roy** during his lifetime sold, conveyed and transferred a major portion of the land and thereafter he retained the land measuring more or less **6 Cottahs**.

**AND WHEREAS** Jadu Nath Roy died intestate leaving behind him, his only son namely **Bishnupada Roy** as his only legal heir and successor who inherited the said property left by his father.

**AND WHEREAS** thereafter Bishnupada Roy mutated his name in the Assessment Register of the Kolkata Municipal Corporation being known as Premises no. 159, Sarat Ghosh Garden Road, Kolkata – 700 031,

**AND WHEREAS** thereafter **Bishnupada Roy** also died intestate on 09.11.1949 leaving behind him his only cousin brother **Sri Shankar Prasad Roy** as his only legal heir and successor who inherited the said property and became the absolute Owner left by Bishnupada Roy.

**AND WHEREAS** thereafter **Shankar Prasad Roy** mutated his name in the Assessment Register of the Kolkata Municipal Corporation being Premises no. 159, Sarat Ghosh Garden Road, Kolkata – 700 031,

**AND WHEREAS** thereafter Shankar Prasad Roy also died intestate on 20.07.1993 leaving behind him, his only son Sri Somnath Shankar Roy

alias Somnath Roy and only daughter Rama Shankar Roy alias Roma Roy as his only legal heirs and successors who jointly inherited the said property left by their father each having undivided  $\frac{1}{2}$  share in the said property.

**AND WHEREAS** thereafter Sri Somnath Shankar Roy alias Somnath Roy and Rama Shankar Roy alias Roma Roy while jointly seized and possessed the said property as joint Owners the jointly mutated their names in the Assessment register of the Kolkata Municipal Corporation being known as K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Garfa, P.S. Dhakuria, Kolkata – 700 031, under Ward no. 92, being Assessee no. 21-092-21-0059-7 and the physical measurement of the land is now more or less 5 Cottahs 14 Chittacks.

**AND WHEREAS** thereafter Somnath Shankar Roy alias Somnath Roy also died intestate on 06.02.2020 as bachelor leaving behind him his only sister Rama Shankar Roy alias Roma Roy, the present Owner herein as his only legal heir and successor who inherited the said property left by her brother.

**AND WHEREAS** thus by way of inheritance the present Owner herein Smt. Rama Shankar Roy alias Roma Roy became the absolute Owner of the said land measuring more or less 5 Cottahs 14 Chittacks together with one asbestos shed structure standing thereon comprised at Mouza – Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, under the then Tollygunge Municipality being Holding no. 217, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata – 700 031, under Ward no. 92, being Assessee no. 21-092-21-0059-7, morefully and particularly described in the Schedule "A" written hereunder and hereinafter referred to as the "SAID PREMISES" .

**AND WHEREAS** while in enjoyment of the said property, the present Owner herein intend to develop her said property by raising a new Building thereon through a Developer.

**AND WHEREAS** on coming to know of such intention of the Owner, the Developer herein approached the present Owner to allow him to

construct a new Building at his own costs and expenses and by taking all responsibilities for constructing the said Building for and on behalf of the above named Owner.

**AND WHEREAS** after prolonged discussion by both the parties herein, the Owner accepted of the proposal of the Developer & entrusted him to construct the said Building upon the said property & the Developer has agreed to construct the proposed Building as per sanctioned Plan to be sanctioned by the Kolkata Municipal Corporation under certain terms and conditions as contained herein.

**AND WHEREAS** before execution of this Agreement, the Owner has represented and assure to the Developer as follows :-

- A. That the said property is free from all encumbrances, charges, liens, attachments, lispendences whatsoever or howsoever and the same is fully occupied by the Owner.
- B. That except the present Owner nobody has any right, title, interest, claim, demand whatsoever or howsoever into or upon the said property.

- C. That there is no notice of acquisition or requisition received or pending in respect of the said property or any portion thereof.
- D. That the Owner will execute a registered Development Power of Attorney in favour of the Developer except any transfer rights of the property / Building in Owner's Allocation.
- E. That the Owner has declared that the Owner has a good and marketable title in respect of the said property situated thereon without any claim, right, title, interest of any person thereof or therein and the Owner has absolute right to enter into this Agreement with the Developer and the Owner hereby undertakes to indemnify and keep the Developer indemnified against any or all Third Party's claims, actions and demands whatsoever with regard to the title and Ownership of the Owner.
- F. Relying on the aforesaid representation and believing the same to be true and acting on good faith thereof, the Developer being

desirous to develop the aforesaid property on the terms and conditions as contained hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows :-

**ARTICLE : "I"**  
**(DEFINITION)**

In these presents unless it is repugnant to the subject or context :-

**1.1 OWNER :**

Shall mean SMT RAMA SHANKAR ROY alias ROMA ROY, wife of Shankar Prasad Roy and her heir, executor, representative and assign.

**1.2 DEVELOPER:-**

Shall mean RENUKA CONSTRUCTION, a proprietorship firm having its registered office at 27, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, being represented by its sole proprietor SRI KHOKAN SARDAR, son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, and his heirs, executors, representatives and assigns.

**1.3 PROPERTY:-**

Shall mean **ALL THAT** piece and parcel of land admeasuring about 5 Cottahs 14 Chittacks together with 200 Sq.ft asbestos shed structure standing thereon comprised at Mouza Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata – 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059-7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South, morefully described in the Schedule "A" hereunder written.

**1.4 BUILDING :-**

Shall mean Building to be constructed as per Plan sanctioned by the Kolkata Municipal Corporation in the SCHEDULE: "A" property by the Developer herein.

**1.5 COMMON AREAS :-**

Shall mean and include the passage, ways, stairways, gates, common lavatory, all rain water pipes, sewerage, fittings, fixtures, manholes pit,

gullies, roof, municipal filtered water connection and pipe lines water pump and overhead tank, underground reservoir, fences, boundary wall, courtyard, C.E.S.C. electric connection, electric supply to the common areas facilities, electrical fixtures in the common areas, main switches, electric from the garage from, interior walls and other facilities, which will be provided by the Developer from time to time.

**1.6 OWNER'S ALLOCATION :-**

Shall mean 50% of the total constructed area i.e. entire Ground Floor consisting of several residential flat / flats along with undivided impartiable proportionate share of land underneath and common facilities and amenities provided in the said building. The Owners' allocation is mentioned in SCHEDULE "B" hereunder written.

**1.7 DEVELOPER'S ALLOCATION :-**

Shall mean the rest constructed area of the proposed building save and except the Owner's allocation and the Developer shall enter into an Agreement/s for Sale for any other intending purchaser / purchasers or any deed / deeds with the same as the absolute Owner thereof in the

manner hereinafter provided. The Developer's allocation is mentioned in SCHEDULE "C" hereunder written.

**1.8 ARCHITECT :-**

Shall mean such person or persons having requisite qualification and experience required under the relevant laws/rules to Act as Architect who will be appointed by the Developer for designing and supervision of the Building to be constructed in the SCHEDULE : "A" property.

**ARTICLE : "II"**

**(COMMENCEMENT)**

2.1 This Agreement shall be made to have commencement with effect from the date of vacating possession of the said property.

**ARTICLE : "III"**

**(OWNERS' DECLARATION)**

THE OWNER HEREBY DECLARES THAT :-

3.1 That there is no excess land within the meaning of Urban Land Ceiling & Regulation Act, 1976 on the said property.

- 3.2 That if there any arrear taxes to be payable to the Kolkata Municipal Corporation in that case owner shall pay the said arrear taxes.
- 3.3 That the Owner till date have not yet entered into any Agreement with other any person or persons for sale or Development Agreement or whatsoever with any Third Party.
- 3.4 That the SCHEDULE "A" property is not affected by mortgage, liens, lispendences, debutter or trust or any will and till date no notice of acquisition or requisition has been served upon the Owner from any concerning Authority. That there is no other claimant, who has any right, title or interest in respect of the SCHEDULE "A" property other than the present Owner.

**ARTICLE : "IV"**

**(DEVELOPER'S DECLARATION)**

- 4.1 That the Developer hereby undertakes to construct the said Building in all respect within the stipulated period of 24 (Twenty-Four) months from the date of sanction of the building plan. And

the Developer bound to handover the Owner's Allocation with habitable condition within the stipulated period before hand over the Flat/s to the other intending Purchaser/s of the Developer's allocation.

**ARTICLE : "V"**  
**(DEVELOPER'S RIGHT)**

- 5.1 That the Owners hereby grant right to the Developer to construct the Building on the existing land of the SCHEDULE "A" property.

**ARTICLE : "VI"**  
**(CONSTRUCTION)**

- 6.1 In consideration of the Owner having agreed to permit the Developer to commercially develop the SCHEDULE "A" property by constructing and/or, erecting Building, the Developer has agreed to handover the Owner's allocation in the newly constructed building together with right to use the common parts, portions and facilities which shall hereinafter called as the Owner's allocation, which is mentioned in SCHEDULE "B" hereunder written.

- 6.2 That the said building shall be constructed and completed with good standard materials and the said Building will be decent one and shall contain all other amenities which are normally provided in a decent residential Flat/s.

**ARTICLE : "VII"**  
**(PROCEDURE)**

- 7.1 That the Owner shall grant to the Developer a registered Development Power of Attorney for the purpose of obtaining necessary permission and approvals from the different Authorities in connection with the construction of the Building and to entered into the agreement for sale and/or to execute Deed of Conveyance of the Developer's allocation only.
- 7.2 That the Developer shall sell the undivided proportionate share of land underneath the Building comprised in the portion of the said Flat/s of the Developer's allocation except owner's allocation as mentioned in SCHEDULE "B" hereunder written.

- 7.3 That the Developer shall handover finished possession to the Owner herein at first and thereafter Developer may handover the possession to the intending purchaser/ purchasers.
- 7.4 That the Developer shall execute Deed/s of Sale as constituted Attorney of the Owner for the Developer's allocation only and the Owner shall have no right to execute any Deed/s of Transfer for the Developer's allocation.
- 7.5 All men, machinery and materials will be supplied by the Developer at his own costs and expenses and nominated Supplier of the Developer.
- 7.6 That the Owner shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said Building in the SCHEDULE "A" property.
- 7.7 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all materials relating to the construction will be supplied by the Developer at his own sweet will from the Supplier of the

Developer and the Owner cannot raise any objection for the same unless degraded quality of the such material are found.

- 7.8 That the Developer shall negotiate the terms & conditions with the intending Purchaser/s for sale of Flat/s of the Developer's allocation & shall receive the entire consideration money from the intending Purchaser/s of the said Flat/s & shall discharge money receipt for the same as constituted Attorney for the Owner in respect of undivided share of land underneath the building.
- 7.9 That if any mishap / accident happens to the Owner during the construction and sellout of the Developer allocation, the heirs of the Owner will be bound to execute a fresh Development Power of Attorney in favour of the Developer without raising any new condition of the deceased Owner.

**ARTICLE : "VIII"**

**(POSSESSION & CONSTRUCTION)**

- 8.1 That the Owner will handover and deliver vacant possession of the SCHEDULE "A" property for the purpose of construction and

shall allow the Developer and his men and agents, mason to enter into the said property for the purpose of construction and for the other purpose which are required for the construction of the Building and the Developer shall be in possession of the said property till completion of the Building and/or handing over the Flat to the respective Purchaser/s.

**ARTICLE : "IX"**

**(OWNER'S INDEMNITY)**

- 9.1 That the Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy his allocated share without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or his part to be observed and performed. The Owner shall have to handover the original Deed, original K.M.C. tax bills, parcha and paid khazna bill to the Developer for the necessary documents and paper works for the project against official receipt and after selling the Developer's allocation the Developer shall return the said original Deed and the original K.M.C. tax bills to the Owner.

**ARTICLE : "X"**

**(DEVELOPER'S INDEMNITY)**

10.1 That the Developer hereby undertakes to keep the Owner indemnified against all Third Party claims and actions arising out of any sort of act or commission of the Developer in or relating to the construction of the said Building.

**ARTICLE : "XI"**

**(FORCE MAJEURE CLAUSES)**

11.1 That the Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance for the relative obligation prevented by the existence of Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

**ARTICLE : "XII"**

**(ARBITRATION)**

12.1 In case of any dispute and difference or question arising between the Parties hereto with regard to this Agreement the same shall be settled mutually by and between both the Parties. If the

disputes or differences be not settled by the Parties, then the Civil Court will be proper jurisdiction.

- 12.2 That, if the Owner intends to undertake any extra work which is beyond the Specification of the annexure, then the Owner have to pay extra charges for the said extra work as per market rate.

**ARTICLE : "XIII"**

**(DEVELOPER'S ALLOCATION)**

- 13.1 That the Developer shall be entitled to his allocation, common parts including the undivided share in common facilities and amenities thereto and also the common staircase including the right of the roof, which is common for both the Developer and the Owner. The intending Purchaser/s for the Developer's allocation would have the common right to use the roof.

**ARTICLE : "XII"**

**(MISCELLANEOUS)**

- 14.1 That the Developer shall be liable to pay the taxes after getting the possession from the Owner of Schedule 'A' property. Till the handing over of the Owner's Allocation to the owner and after

taking possession of the Owner's Allocation as per Schedule 'B' property the owner shall be liable to pay the K.M.C. taxes of his allocation proportionately till the separate assessment of the Owner's Allocation to the K.M.C. authority.

14.2 Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and the Developer only be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, etc.

14.3 No goods or other items shall be kept by the Owner and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the new Building.

14.4 All debris of the said premises belong to the Developer only and the Owner cannot claim any amount for the same.

14.5 That the Developer and the Owner shall mutually frame scheme for the Management and Administration of the said Building and/or common parts thereon. The Owner and the Developer hereby agree to abide by all the rules and regulations of such Management / Society / Association / Holding Organization and hereby give their consent to abide by the same.

**THE SCHEDULE "A" ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land admeasuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with one 200 Sq.ft asbestos shed structure standing thereon comprised at Mouza – Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata – 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059-7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South. The property is situated at Dhakuria Rail Station to Kamala Park zone, which is butted and bounded as follows:

- ON THE NORTH** : G + 3 storied building
- ON THE SOUTH** : Land and building of Mr. Dilip Roy and  
Mr. K. Chakraborty
- ON THE EAST** : Partly 8 ft wide K.M.C. Road and partly 3 storied  
building
- ON THE WEST** : 3 storied building

**THE SCHEDULE "B" ABOVE REFERRED TO  
(DESCRIPTION OF THE OWNER'S ALLOCATION)**

Shall mean 50% of the total constructed area i.e. entire Ground Floor consisting of several residential flat / flats along with undivided impartiable proportionate share of land underneath and common facilities and amenities provided in the said building.

**THE SCHEDULE : "C" ABOVE REFERRED TO  
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

**ALL THAT** the rest of the constructed area of the proposed building save and except the Owners' allocation and the Developer shall enter

into an Agreement/s for Sale for any other intending purchaser/s or any Deed/s with the same as the absolute Owner thereof in the manner hereinafter provided.

**ANNEXURE "A"**

**CONSTRUCTION & SPECIFICATION**

The Construction shall be done with standards quality materials

1. SPECIFICATION : R.C.C. foundation with isolated footing as per approval structural as per Kolkata Municipal Corporation sanctioned plan design and drawings with Acc/ Ultratech/ Ambuja Cement cons (1:4:3)
2. STRUCTURE : R.C.C. framed structure as per Kolkata Municipal Corporation sanctioned plan cement cons (1:4:4) M-20 with full course as per ratio.
3. ROOF CASTING : All roof casting will be of 4 inch thickness.
4. ROOF : Roof in proper slope with water

- TREATMENT : proofing compound.
5. WALL : Outside wall 250 mm thick and inside wall 75 mm thick.
6. FINISHING : All inside wall and ceiling will be finished by way of Plaster of Paris and all outer will be finished by way of painting.
7. DOORS : Doors frames will be made on shal wood with one night latch and synthetic Point Finish.
8. MAIN DOOR : Main door and other doors will be flush door with night Latch and Teak polish.
9. WINDOW : Aluminium window with grill fittings.
10. FLOORING : Flooring will be completed with Floor Tiles.
11. KITCHEN : Cooking platform will be completed with White Marble and Glazed Tiles will be fixed upto 3' ft from the cooking slab. Apart from this there will be 2 No.

tap water and one Steel Sink.

12. TOILET : Hindustan Brand wash basin, coloured pan and commode with bibcock and wall will be with glazed tiles and one geyser point in bathroom.
13. ELECTRICAL : All lines will be concealed wiring. In living cum dining 2 Nos. light point, 1 No. plug point and 1 No. power point. In bed room 2 Nos. light point, 1 No. fan point, one No Plug point. In Kitchen 1 No light point, 1 No Exhaust fan and 1 No Geyser point. One Calling Bell will be at Main Gate.
14. COMMONAREA : Staircase will be completed with Marble with Railing.
15. WATER SUPPLY : KMC water will be supplied.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED  
By the Parties at Kolkata  
In the presence of :-

WITNESSES

1. *CS 2 no 2721/08*  
*22 अप्रैल 2008*  
*2008-2008*
2. *Shyamal Das*  
*Alipore Judge Court*  
*Kol-27.*

*Renuka K.*

-----  
Signature of the Owner

RENUKA CONSTRUCTION

*Khokan Sarkar*

-----  
Signature of the Developer

Drafted By

*Naren Anand Maji*  
Advocate *WB-637/95*  
Alipore Judges' Court  
Kolkata - 700 027

Computer prints by

*Achim Mallick*  
**fantasy**  
Alipore Police Court  
Kolkata - 700 027

**DEVELOPMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS, I, SMT. RAMA SHANKAR ROY alias ROMA ROY**, daughter of Late Shankar Prasad Roy, by faith – Hindu, by occupation – Household Work, by Nationality Indian and residing at Room No. 6, Jillanj Building, 1<sup>st</sup> Floor, Rambaug Lane no. 6, Kalyan West, P.O & P.S. Kalyan West, Thane, Maharashtra - 421301,

**SEND GREETINGS :**

**WHEREAS** by way of inheritance, I, the executant have seized and possessed of or otherwise sufficiently entitled to the landed property more particularly described in the Schedule written hereunder.

**AND WHEREAS** I have entered into this Agreement with the Developer **RENUKA CONSTRUCTION**, a proprietorship firm having its registered office at 27, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, being represented by its sole proprietor **SRI KHOKAN SARDAR**, son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar,

Kolkata – 700 029, for Development and/or construction to develop my Schedule property under certain terms and conditions.

**AND WHEREAS** now I appoint, nominate and constitute, **SRI KHOKAN SARDAR**, son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, the sole proprietor of **RENUKA CONSTRUCTION**, a proprietorship firm having its registered office at 27, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata – 700 029, as my Lawful Attorney to do and perform and cost to be done and cost to be perform on my behalf and in my name to do act, deed and things relating to the said Development to Work as follows :

1. To work, manage, control and supervise the management of all and administer the property written in the schedule herein below and to develop the same.

2. To make, sign and verify all applications or objections to appropriate and/or competent authorized for all and any licenses permission or consent etc. required by law in connection with the management and development of the said property belong to me.
3. To pay, discharge and deposit all the Govt dues, rates, taxes and/or charges in respect of the Schedule property, written herein below.
4. To do all things for the purpose of raising and constructing building or buildings with self-contained flats upon the schedule below property, as per approved or sanctioned building plan by the Kolkata Municipal Corporation or any competent authority.
5. To sign and apply in the plan or plans and all papers and documents on my behalf for sanction of building plan or plans to be sanctioned by the Kolkata Municipal Corporation upon my schedule "A" herein below property and to appear and represent before the Kolkata Municipal Corporation and its authorized agent or officers or departments viz building department, assessment

department collection water, drainage department and before any person thereof & department or departments required in the aforesaid matter and/or concern having jurisdiction over the land of the said premises and to sign verify affirm deposit submit as the case may be any affidavit, letters, declarations, applications, plan/plans may be required from the time to time for securing consent, certificates, clearances sanctioned of the building including for connection, re-connection of sewerage drainage and water connection and all the amenities or for any other purpose required for construction & selling the building of flats & garages to be constructed upon the schedule below property.

6. To appear and represent us before the Kolkata Municipal Corporation, Kolkata Improvement Trust, Fire Brigade, K.M.D.A., Airport Authority and all other authorities concerning having jurisdiction over the said premises and to apply sign, verify, affirm, deposit, submit as the case may be required from time to time for sanction of the building / plans for and / or any other relating to the development and construction of building on the

said premises and / or to sign or submit revised plan or building and / or fresh plan construction of building at the said premises and all such purposes and also to sign and submit plan / plans as may be think fit and proper by my said attorney from time to time required in connection therewith.

7. To appear and represent me before the Calcutta Electric Supply Corporation Ltd. Fire Brigade Authority, K.M.D.A., Airport Authority, C.I.T, Police Authorities competent authority under Urban Land (Ceiling and Regulation Act) 1976, Land Acquisition and Requisition Authority & other authorities concerned to verify affirm deposit submit as the case may be any affidavit, declaration, letters, applications, plans as may be required from time to time for securing consent, licence, permits, certificates and clearances for and/or in respect of building / flats / garages to be constructed upon the schedule below property.
8. To submit or deposit necessary fees or charges to the Kolkata Municipal Corporation, Calcutta Electric Supply Corporation Ltd.

Fire Brigade Authorities, Airport Authority, Police authorities, K.M.D.A, Calcutta Improvement Trust Authorities and other competent authorities under Land (Ceiling & Regulation Act, 1976) or any other authorities in relation to sanction for building plan / plans by the Kolkata Municipal Corporation and / or for securing any such other further consent, certificates, permits quotas, supply orders, licences and /or clearances as may deem fit and proper by my said attorney.

9. For all or any other purpose to sign, issues, conducts, deliver, receive, acknowledge and serve as the case may be or notices, letters and correspondences for time to time with all or any of the authorities in general as aforesaid.
10. To appoint & dismiss or discharge any contractor, sub-contractor, staff, agents, broker, menials, drawers other menials & settled & pay their remunerations and fix up conditions of service.

11. To negotiate on terms for and to agree and sell the property described in the schedule below and/or building and/or self contained flat/flats into the building to be constructed according to the sanctioned plan to any intending purchaser / purchasers of the Developers' allocation at such price or prices which my said attorney in his absolute discretion things fit and proper to agree upon and to enter any agreement or agreements for such sell or sells and /or to cancel and / or repudiate the same.
  
12. To receive from the intending purchaser / purchasers any earnest money or advance or advances & also the balance purchase money on completion of such sale or sales and to give valid receipt and discharge for the same on my behalf of the Developer's allocation.
  
13. To sign and execute the deed of sale, conveyance or conveyances and other deeds instruments and assurances which they shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully or

effectually conveying of the Developer's allocation if I could personally present.

14. To execute appropriate Deed of Conveyance, Deed of Sale and or any kind of transfer in my name and on my behalf and present the same before the registering authority of its jurisdiction and get the same registered according to law and receive the consideration money and to give proper money receipt in my r name and on my behalf in respect of the Schedule below property save and except the my Allocation as mentioned in the Schedule "B" written above of the Development Agreement.
15. To negotiate of sale, transfer, let out, flat or flats, unit or units, parking places, in the said building to be constructed upon the schedule below property or any part or portion thereof and to such person or persons as our said attorney at his sole discretion may deem fit and expedient and to collect all sale proceed of the said property from the intending purchaser or purchasers and to defray all expenses that may be deemed necessary and to pay all taxes, fees.

16. To sign, apply and obtain permission from the Water Department of the Kolkata Municipal Corporation for connection of water in my Schedule below property on my behalf.
  
17. To sign execute enter into modifying cancel, alter, draw, approve, present for registration and admit registration to all papers, documents, deeds, contracts, agreements, applications, declarations, undertakings and other documents in connection with the sale and the transfer of the building and/or flat or flats/units, parking space, in the said building to be constructed upon the lands morefully describe in the schedule below herein or any part thereof or any in the said building to be constructed thereon or any part or portions thereof in pursuance of the permission legally granted.
  
18. To appoint, engage on my behalf pleaders, advocates or solicitors whenever the said attorney thinks proper to do so and to discharge and / or terminate his or their appointments.

19. To compromise, compound or withdraw cases or be non-suited to refer all disputes and differences.
20. To prepare, sign and submit all settlements and also to apply for and obtain all necessary clearances licenses under the provisions of Income Tax and Sales Tax and also appear before the Income Tax and Sales Tax authorities.

**AND GENERALLY** I do hereby agree to ratify confirm all and whatsoever other lawful acts the said Attorney, shall lawfully do, execute or perform or cause to be done, executed and performed in terms of this agreement for the said Premises describing in the Schedule below by virtue of this Agreement.

**THE SCHEDULE ABOVE REFERRED TO**

**(Description of the land/ Premises)**

**ALL THAT** piece and parcel of land admeasuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with one 200 Sq.ft asbestos shed

structure standing thereon comprised at Mouza – Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata – 700 031, under Ward no. 92, being Assessee no. 21-092-21-0059-7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South. The property is situated at Dhakuria Rail Station to Kamala Park zone, which is butted and bounded as follows:

- ON THE NORTH** : G + 3 storied building
- ON THE SOUTH** : Land and building of Mr. Dilip Roy and Mr. K. Chakraborty
- ON THE EAST** : Partly 8 ft wide K.M.C. Road and partly 3 storied building
- ON THE WEST** : 3 storied building

**IN WITNESS WHEREOF** we the executant have hereto set and subscribed our hands and seals on the 31<sup>st</sup> day of October; 2020.

**SIGNED SEALED AND DELIVERED**

At Kolkata in the presence of

WITNESSES:-

1. *(Signature)*  
22 *(Signature)*  
(*নাম - ২২*)
2. *Shyamal Das*  
*Alipore Judge Court*  
*Kol-27,*

*Ramesh Ray*

Signature of the Land  
Owner/Executant

I accept this Power of Attorney

Drafted by  
*Narendranath Das*  
*NB-637/95*  
Advocate  
Alipore Judges' Court  
Kolkata - 700 027

*(Signature)*  
Signature of the Developer/  
Attorney

Computer prints by  
*Azhar Malik*  
**fantasy**  
Alipore Police Court  
Kolkata - 700 027

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name .....

Signature .....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name RAMA RAY

Signature Rama Ray



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name KHOKAN SARDAR

Signature Khokan Sardar

PHOTO		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name .....

Signature .....

Directorate of Registration & Stamp Revenue  
e-Challan

BRN: 19-202021-011059991-1  
BRN Date: 09/10/2020 19:56:06  
BRN: IK0ATAXPN1

Payment Mode: Online Payment  
Bank: State Bank of India  
BRN Date: 09/10/2020 19:58:36

DEPOSITOR'S DETAILS

Name: Narendra Nath Maji  
Contact No.:  
E-mail:  
Address: Alipore Judges Court Kol27  
Applicant Name: Mr Narendra Nath Maji  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Id No: 2001131780/2/2020  
[Query No./Query Year]

Mobile No.: +91 9875432533

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	2001131780/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	39570
2	2001131780/2/2020	Property Registration-Registration Fees	0030-03-104-001-16	28

Total 39598

In Words: Rupees Thirty Nine Thousand Five Hundred Ninety Eight only

**Major Information of the Deed**

No:	I-1602-00306/2021	Date of Registration:	11/01/2021
Deed No / Year:	1602-2001131780/2020	Office where deed is registered:	
Deed Date:	15/09/2020 3:43:53 PM		1602-2001131780/2020
Applicant Name, Address & Other Details	Narendra Nath Maji Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9875432533, Status : Advocate		
Transaction:	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value:	Market Value:		
	Rs. 2,71,51,388/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		




**Land Details :**

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Ghosh Garden Road, Road Zone : (Dhakuria Rail Station – Kamala park) , , Premises No: 159, , Ward No: 092 Pin Code : 700031

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		5 Katha 14 Chatak	2,70,91,388/-	Width of Approach Road: 8 Ft.
<b>Grand Total :</b>					<b>9.6938Dec</b>	<b>0 /-</b>	<b>270,91,388 /-</b>

**Structure Details :**

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>200 sq ft</b>	<b>0 /-</b>	<b>60,000 /-</b>	

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Smt RAMA SHANKAR ROY, (Alias: Smt ROMA ROY)</b> Daughter of Late SHANKAR PRASAD ROY Executed by: Self, Date of Execution: 31/10/2020 , Admitted by: Self, Date of Admission: 11/01/2021 ,Place : Office			
	11/01/2021	LTI 11/01/2021	11/01/2021
RAMBAUG LANE NO 6, KALYAN WEST, P.O:- KALYAN, P.S:- KALYAN TALUKA, District:-Thane, Maharashtra, India, PIN - 421301 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ERxxxxxx4G, Aadhaar No: 68xxxxxxx5116, Status :Individual, Executed by: Self, Date of Execution: 31/10/2020 , Admitted by: Self, Date of Admission: 11/01/2021 ,Place : Office			

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>RENUKA CONSTRUCTION</b> 27, KANKULIA ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: BDxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr KHOKAN SARDAR (Presentant)</b> Son of Mr ATUL CHANDRA SARDAR Date of Execution - 31/10/2020, , Admitted by: Self, Date of Admission: 11/01/2021, Place of Admission of Execution: Office			
		Jan 11 2021 2:26PM	LTI 11/01/2021	11/01/2021
160C, KANKULIA ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BDxxxxxx6D, Aadhaar No: 55xxxxxxx2140 Status : Representative, Representative of : RENUKA CONSTRUCTION (as PROPRIETOR)				

	Photo	Finger Print	Signature
<b>HOLA PRAMANIK</b> of Mr KANAI PRAMANIK PANCHANANTALA ROAD, P.O:- RAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029			
	11/01/2021	11/01/2021	11/01/2021
Identifier Of Smt RAMA SHANKAR ROY, Mr KHOKAN SARDAR			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt RAMA SHANKAR ROY	RENUKA CONSTRUCTION-9.69375 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt RAMA SHANKAR ROY	RENUKA CONSTRUCTION-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160200306 / 2021

11-01-2021

**Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation (Under Section 52 & Rule 22A(3) 46(1) W.B. Registration Rules, 1962)**

Presented for registration at 14:05 hrs on 11-01-2021, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr KHOKAN SARDAR ..

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,71,51,388/-

**Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)**

Execution is admitted on 11/01/2021 by Smt RAMA SHANKAR ROY, Alias Smt ROMA ROY, Daughter of Late SHANKAR PRASAD ROY, RAMBAUG LANE NO 6, KALYAN WEST, P.O: KALYAN, Thana: KALYAN TALUKA, Thane, MAHARASHTRA, India, PIN - 421301, by caste Hindu, by Profession House wife

Identified by Mr BHOLA PRAMANIK, . . Son of Mr KANAI PRAMANIK, 22, PANCHANANTALA ROAD, P.O: SARAT BOSE ROAD, Thana: Lake, . South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Business

**Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]**

Execution is admitted on 11-01-2021 by Mr KHOKAN SARDAR, PROPRIETOR, RENUKA CONSTRUCTION, 27, KANKULIA ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr BHOLA PRAMANIK, . . Son of Mr KANAI PRAMANIK, 22, PANCHANANTALA ROAD, P.O: SARAT BOSE ROAD, Thana: Lake, . South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2020 7:58PM with Govt. Ref. No: 192020210110599911 on 09-10-2020, Amount Rs: 28/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ATAXPN1 on 09-10-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 39,570/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 919, Amount: Rs.500/-, Date of Purchase: 13/10/2020, Vendor name: M GAZI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2020 7:58PM with Govt. Ref. No: 192020210110599911 on 09-10-2020, Amount Rs: 39,570/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ATAXPN1 on 09-10-2020, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 29847 to 29899

being No 160200306 for the year 2021.



*Samar Kumar Pramanick*

Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2021.01.21 19:18:28 +05:30

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/01/21 07:18:28 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)